

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

ASHFAQ HUSSAIN SYED, <i>et al.</i>)	
)	
Plaintiffs,)	
)	
v.)	Case No.: 4:20-CV-00407-MTS
)	
FRONTIER AIR LINES, INC., <i>et al.</i>)	
)	
Defendant.)	

**PLAINTIFFS' CONSENT MOTION TO SEAL
PLAINTIFFS' CONSENT MOTION FOR JUDICIAL APPROVAL
OF CHILDRENS' SETTLEMENT AGREEMENT, AND
AND EXTINGUISHMENT OF CHILDRENS' CLAIMS, AND
IF GRANTED, THE COURT'S ORDER APPROVING THE SETTLEMENT**

Come now Plaintiffs, by counsel W. Bevis Schock, W. Bevis Schock, Thatcher A. Stone and William T. Woodrow III, (the latter two *pro hac vice*) and move by consent to seal Plaintiffs' Consent Motion for Judicial Approval of Children's Settlement Agreement, and Extinguishment of Children's Claims, and, if granted, the court's order approving the settlement. In support whereof Plaintiffs state:

1. This is a long litigated matter related to Plaintiffs' removal from an airplane.
2. Two of the Plaintiffs are minor children, who at the time were under two years old.
3. The parties have settled their claim, and a condition of the settlement is that the amount of the settlement remain confidential.
4. Judicial approval is necessary to extinguish the children's claims.
5. The parties have therefore agreed on a Consent Motion for Judicial Approval of Children's Settlement Agreement, and Extinguishment of Children's Claims, and a Proposed Order.

6. In order to fulfill the confidentiality term of the settlement agreement it is necessary that the Consent Motion, Exhibit 1 (which is the Settlement and Release), and, if granted, the court's order approving the settlement, be sealed.
7. Under E.D.Mo. L.R. 13.05(A)(1) "upon a showing of good cause, the Court may order that documents filed in a civil case be received and maintained by the Clerk under seal."
8. In *Frame v. Garcia*, No. 4:19CV274 RLW, 2020 WL 1188344, at *4 (E.D. Mo. Mar. 12, 2020) the court wrote:

Defendants filed a request for the Court to seal Plaintiffs' filings, citing the confidentiality provision and arguing that "[i]t was absolutely unnecessary for Plaintiffs to include the confidential settlement payment amounts and terms in their motion papers at all, as those terms are not in dispute." (ECF No. 22) The Court granted the request and sealed the specific filings. (ECF No. 25)
9. The parties believe the facts here are in all material respects the same as in *Frame*, and therefore it is reasonable to seal the documents in this matter as suggested.
10. The parties note that the court's new rules regarding sealing documents are not yet in effect, and Parties therefore proceed under the old rules.
11. Plaintiffs are filing this motion and the proposed Motion for Judicial Approval pursuant to the court's CM/ECF procedure VI, "Sealed and Ex Parte Documents."
12. Plaintiffs further ask if the court denies this motion that the parties be allowed to withdraw their Motion for Judicial Settlement while they consider how to handle the confidentiality issue.
13. Plaintiffs further ask if the court grants the Motion for Judicial Approval that said Order also be sealed.

WHEREFORE, to seal Plaintiffs' Consent Motion for Judicial Approval of Children's Settlement Agreement, and Extinguishment of Children's Claims, and the Court's Order, if granted, approving the Settlement.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

The undersigned certifies that on May4, 2021 he served this document on:

All counsel of record

The service method was: electronic filing on David Berwin and Michael Reda, and e-mail on all counsel including *pro hac vice* counsel:

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